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158, noted in 16 COLUM. L. REV. 682; *Midgett v. Eastern Carolina Transport Co.*, 180 N. C. 71, noted in 34 HARV. L. REV. 326. Where the failure of the passenger to accompany the baggage is due to the fault of the carrier, or where the carrier expressly or impliedly consents that it go upon a different train, the common law liability attaches. *Wald v. Pittsburg, Cinn., Chicago & St. Louis Ry.*, 162 Ill. 545; *Toledo, St. Louis & Kansas City Ry. Co. v. Tapp*, 6 Ind. App. 304; *Warner v. Burlington & Mo. River R. R.*, 22 Iowa 166; *Adger v. Blue Ridge Ry.*, 71 S. C. 213. For a full discussion of the merits of the modern view, see 9 MICH. L. REV. 707.

CARRIERS—LIMITATION OF LIABILITY UNDER CUMMINS AMENDMENT.—Contract made by shipper of horses provided that he should assume certain obligations of care with reference to the stock en route, and released the express company "from liability for any delay, injury or loss from any cause whatever, unless caused by the company or by the negligence of its agents or employees." Failing to prove that death of a horse was caused by employee's negligence, the shipper contended that the provisions of a contract limiting liability are inoperative under the Cummins Amendment. *Held*, contract valid. *Chaimson v. American Railway Express Co.* (Wis., 1922), 189 N. W. 529.

The effect of the shipper's contention would be to make the carrier an absolute insurer, and, as stated in the instant case, this was clearly not intended by the Cummins Amendment. The qualifying words "caused by it" prevent such an interpretation, especially in view of the construction placed upon that phrase as used in the Carmack Amendment. *Adams Exp. Co. v. Croninger*, 226 U. S. 491. Thus, while the carrier is liable for "full actual loss" caused by it, *C. & St. P. Ry. Co. v. McCaull-Dinsmore Co.*, 253 U. S. 97, it may by contract limit that liability to cases where it has been negligent. Previous decisions have held that the shipper may assume the risks of care of the stock and relieve the carrier of all obligations in that respect, *Purity Farms v. Adams Exp. Co.*, 95 N. J. Law 134; and that, if an attendant accompanies the stock under such a contract, the shipper has the burden of proof where negligence is in issue. *Lane v. O. S. L. Ry. Co.*, 34 Ida. 37, 15 A. L. R. 197. The contract in the principal case goes even further in the direction of relieving the carrier of liability for losses of livestock, but the decision is apparently not in conflict with the provisions of the Cummins Amendment or public policy. *Ruebel Bros. v. American Express Co.*, 190 Iowa 600.

CARRIERS OF PASSENGERS—INVITATION TO BOARD TRAIN.—The plaintiff presented herself at defendant's station and purchased a ticket for a train then due. She saw a passenger train stop at substantially the time and place for the train she expected, and, no warning being given, she promptly started to board it, when it started without signal, causing her to be thrown off the steps and injured. This train, although not scheduled to stop, did so in compliance with a danger signal. Verdict for plaintiff, and defendant excepts. *Held*, the facts justify a finding that the plaintiff was a passenger and that there was negligence in starting the train without giving her oppor-